

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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FRANCISCO DELTORO,

Index No.:

SUMMONS

Plaintiff,

Plaintiff designates
Westchester County the place
of trial

The basis of the venue is the
plaintiff's residence.

-against-

NOVUS EQUITIES, LLC,

Defendant.

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YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the date of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against by default for the relief demanded in this complaint.

Dated: New York, New York
October 25, 2019

Yours, etc.,

VANDAMME LAW FIRM, P.C.

/s/ Hendrick Vandamme

Hendrick Vandamme, Esq.

46 Trinity Place, 3rd Floor

New York, New York 10006

Tel: (212) 641-0613/212-851-6916

TO: NOVUS EQUITIES, LLC
Defendant
295 Newark Avenue
Jersey City, NJ 07302

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

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FRANCISCO DELTORO,

Index No.:

Plaintiff,

VERIFIED COMPLAINT

-against-

NOVUS EQUITIES, LLC,

Defendant.

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Plaintiff, FRANCISCO DEL TORO (hereinafter “Plaintiff”), by his attorneys, Vandamme Law Firm, P.C., as and for his Verified Complaint against NOVUS EQUITIES, LLC, (“Defendant”), alleges as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction of the claims that arise under New York laws. Venue is proper because at least one of the parties resides in Westchester County.
2. Plaintiff FRANCISCO DEL TORO is a resident of Westchester County, New York.
3. Upon information and belief, Defendant NOVUS EQUITIES, LLC, is a limited liability company located at 295 Newark Avenue, Jersey City, NJ 07302.
4. This is a civil action seeking monetary relief, compensatory damages, disbursements, costs and fees for a breach of contract by the defendant.

FACTS

5. On or about June 1, 2015, plaintiff started working as a consultant for the defendant. The parties entered into an independent contractor agreement pursuant to which

The parties entered into an independent contractor agreement pursuant to which plaintiff was retained for his expertise in planning, architecture, and development.

6. Prior the expiration of the agreement in June 2018, plaintiff and defendant negotiated a new independent contractor agreement.
7. On May 1, 2018, the parties agreed to the revised agreement ("2018 agreement"). Pursuant to the 2018 agreement, plaintiff was to receive for the development of the defendant's owned properties 7.5% equity, with an additional 5% for extraordinary performance; 10% of the developer fee; 1% net key cash flow for five (5) years, and retention of one (1) standard unit at development cost if condominium. Regarding properties generated by the plaintiff, plaintiff was to receive 16.5% in equity; 20% of the developer's fee; 10% of the net key cash flow for ten (10) years; and retention of one standard unit at development cost if condominium.
8. Plaintiff located three development projects for the defendant – (a) Hue project at 429-433 Main Street, East Orange, NJ; (b) Skyview project located at 6605-15 Boulevard East, West New York, NJ 07093; and (c) The Five Point at Berry Lane project located at 1035 Garfield Avenue, Jersey City, NJ.
9. With respect to the three projects, plaintiff sought out the property, attended multiple community affairs meetings, conducted extensive lobbying, met with the architects, and obtained zoning approvals for the project. In addition, plaintiff was able to obtain an owner's based financing for the Skyview project as well as favorable Payment in Lieu of Taxes (PILOT) of 6.5% and zoning for the Hue project.
10. As such, plaintiff substantially performed under the 2018 agreement. As plaintiff

substantially performed under the 2018 agreement, he was entitled to the agreed upon compensation.

11. On or about December 15, 2018, the defendant terminated the plaintiff's position as a consultant.
12. The defendant refused to comply with the terms of the agreement and refused to compensate the plaintiff for his services.
13. The defendant materially breached the agreement.
14. The plaintiff sustained monetary damages that exceed the jurisdictional limits of this court, but in no event less than \$1,800,000.00.

AS AND FOR A FIRST CAUSE OF ACTION - BREACH OF CONTRACT

15. Plaintiff incorporates and re-alleges by reference the allegations of paragraphs 1 to 15 as if fully set forth herein.
16. The plaintiff and defendant entered into a valid contract.
17. The plaintiff substantially performed his duties under the contract.
18. The defendant materially breached the contract by failing to pay the plaintiff the agreed upon amount.
19. Plaintiff sustained damages as a result of the breach of contract by the defendant.
20. Plaintiff is entitled to monetary damages as a result of the breach of contract.

WHEREFORE, the Plaintiff demands judgment against Defendant in the amount of \$1,800,000.00, including costs, disbursements, and attorney's fees to the extent permitted by law, and for such and other further relief that this Court deems just, proper and equitable.

Dated: New York, New York
October 25, 2019

Yours, etc.,

VANDAMME LAW FIRM, P.C.

~~/s/ Hendrick Vandamme~~

Hendrick Vandamme, Esq.

46 Trinity Place, 3rd Floor

New York, New York 10006

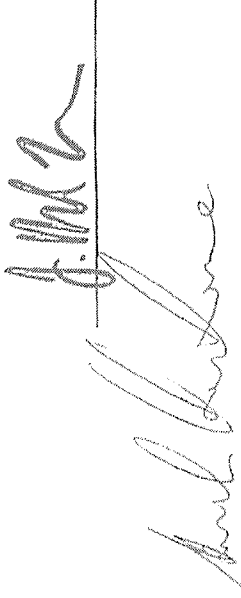
Tel: 212-641-0613/212-851-6916

VERIFICATION

STATE OF NEW YORK)
 SS.:
COUNTY OF NEW YORK)

FRANCISCO DEL TORO being duly sworn, deposes and says that he is the Plaintiff in the within action; that he read the Complaint and knows its contents. I believe that the allegations are true to the best of my knowledge except as to the matters alleged to be on information and belief, and to those matters I believe it to be true. I affirm that the foregoing statements are true, under penalties of perjury.

*Dated: 11/20/19,
New York, NY*



HENDRICK VANDAMME
DIARY PUBLIC-STATE OF NEW YORK
NO. 02VA67.10407
Qualified in New York County
My Commission Expires 10/27 2023